



CT Corporation

**Service of Process  
Transmittal**

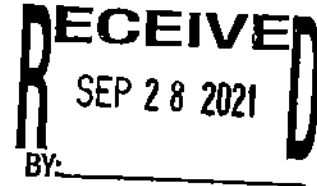
09/24/2021

CT Log Number 540300113

**TO:** Suzanne Middleton  
CreditOne, LLC  
3619 18th St  
Metairie, LA 70002-

**RE:** Process Served in Louisiana

**FOR:** CreditOne, LLC (Domestic State: LA)



ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

**TITLE OF ACTION:** AZIZA ASSED vs. CREDITONE, L.L.C.  
*Name discrepancy noted.*

**DOCUMENT(S) SERVED:** --

**COURT/AGENCY:** None Specified  
Case # D202CV202105002

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Baton Rouge, LA

**DATE AND HOUR OF SERVICE:** By Certified Mail on 09/24/2021 postmarked on 09/17/2021

**JURISDICTION SERVED :** Louisiana

**APPEARANCE OR ANSWER DUE:** None Specified

**ATTORNEY(S) / SENDER(S):** None Specified

**ACTION ITEMS:** SOP Papers with Transmittal, via UPS Next Day Air , 1ZX212780101425720

**REGISTERED AGENT ADDRESS:** C T Corporation System  
3867 Plaza Tower Dr.  
Baton Rouge, LA 70816  
866-539-8692  
CorporationTeam@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

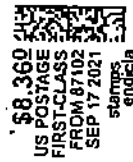
GORENCE LAW FIRM, LLC  
300 Central Avenue SW  
Suite 1000E  
Albuquerque, NM 87102



7016 1370 0000 5580 7763

Return Receipt Requested

06250008658083



Creditone, L.L.C.  
c/o CT Corporation System  
3867 Plaza Tower Dr.  
Baton Rouge LA 70816-4378

**GORENCE LAW FIRM, LLC**  
300 Central Avenue SW, Suite 1000E  
Albuquerque, New Mexico 87102  
Telephone: (505) 244-0214 Facsimile: (505) 244-0888  
[gorence@golaw.us](mailto:gorence@golaw.us) [oliveros@golaw.us](mailto:oliveros@golaw.us)

---

ROBERT J. GORENCE  
LOUREN OLIVEROS, *Of Counsel*

September 17, 2021

Creditone, L.L.C.  
c/o CT Corporation System  
3867 Plaza Tower Dr.  
Baton Rouge, LA 70816

**RECEIVED**  
SEP 28 2021  
BY: \_\_\_\_\_

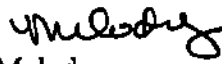
Re: *Aziza Assed v. Creditone, L.L.C.*

To Whom It May Concern:

Enclosed please find the following documents:

1. Summons to Creditone, L.L.C.;
2. Complaint; and
3. Court-Annexed Arbitration Certification.

Sincerely,

  
Melody  
Legal Assistant to  
Robert J. Gorence

/mm  
Enclosures


SUMMONS	
<b>District Court:</b> <b>Second Judicial District (Bernalillo County)</b> <b>400 Lomas Blvd. NW</b> <b>Albuquerque, NM 87102</b> <b>Phone: (505) 841-8400</b>	<b>Case Number: D-202-CV-2021-05002</b>  <b>Judge: Beatrice J. Brickhouse</b>
<b>AZIZA ASSED,</b> <b>Plaintiff,</b> <b>v.</b> <b>CREDITONE, L.L.C.,</b> <b>Defendant.</b>	<b>Defendant:</b> <b>CREDITONE, L.L.C.</b> <b>c/o CT Corporation System</b> <b>3867 Plaza Tower Dr.</b> <b>Baton Rouge, LA 70816</b>

**RECEIVED**  
 SEP 28 2021  
 BY: \_\_\_\_\_

**TO THE ABOVE NAMED DEFENDANT(S):** Take notice that:

1. A lawsuit has been filed against you. A copy of the lawsuit is attached. The Court issued this Summons.
2. You must respond to this lawsuit in writing. You must file your written response with the Court no later than thirty (30) days from the date you are served with this Summons. (The date you are considered served with the Summons is determined by Rule 1-004 NMRA) The Courts address is listed above.
3. You must file (in person or by mail) your written response with the Court. When you file your response, you must give or mail a copy to the person who signed the lawsuit.
4. If you do not respond in writing, the Court may enter judgment against you as requested in the lawsuit.
5. You are entitled to a jury trial in most types of lawsuits. To ask for a jury trial, you must request one in writing and pay a jury fee.
6. If you need an interpreter, you must ask for one in writing.
7. You may wish to consult a lawyer. You may contact the State Bar of New Mexico for help finding a lawyer at [www.nmbar.org](http://www.nmbar.org); 1-800-876-6657; or 1-505-797-6066.

Dated at 9/9/2021, New Mexico, this \_\_\_\_ day of \_\_\_\_\_, 2021.


 Katina Watson  
 SECOND JUDICIAL DISTRICT COURT  
 CLERK OF THE COURT  
 By: Robert Gorence  
 Deputy Clerk

/s/ Robert Gorence  
 Robert Gorence  
 Gorence Law Firm, LLC  
 300 Central Ave SW, Suite 1000E  
 Albuquerque, NM 87102  
 Phone: (505) 244-0214  
 Email: [gorence@golaw.us](mailto:gorence@golaw.us)

**THIS SUMMONS IS ISSUED PURSUANT TO RULE 1-004 OF THE NEW MEXICO  
 RULES OF CIVIL PROCEDURE FOR DISTRICT COURTS.**

Official title:

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
SECOND JUDICIAL DISTRICT COURT

FILED  
2ND JUDICIAL DISTRICT COURT  
Bernalillo County  
8/25/2021 5:26 PM  
CLERK OF THE COURT  
Blair Sandoval

AZIZA ASSED,

Plaintiff,

v.

CASE NO. D-202-CV-2021-05002

CREDITONE, L.L.C.,

Defendant.

### **COMPLAINT**

Plaintiff Aziza Assed, by and through her attorney of record, Robert J. Gorence of the Gorence Law Firm, LLC, and for her complaint against the Defendant states the following:

### **JURISDICTION AND VENUE**

1. Plaintiff Aziza Assed is a resident of the City of Albuquerque, County of Bernalillo, State of New Mexico.

2. Upon information and belief, Defendant Creditone, L.L.C., is a registered Limited Liability Company in the State of Louisiana and whose address is listed as 3169 18<sup>th</sup> Street, Metairie, Louisiana 70002, and can be served through its Registered Agent, CT Corporation System, 3867 Plaza Tower Dr., Baton Rouge, LA 70816.

3. Venue and jurisdiction are proper in this Court.

### **FACTS**

4. Aziz Assed married Yousef Assed on September 17, 2006, and they were divorced in September 2017. See Divorce Decree entered on September 27, 2017, attached hereto as Exhibit 1.

5. On October 20, 2016, Creditone, L.L.C., filed a Complaint on Account Stated or Breach of Contract and alleged that Aziza Assed was a Defendant. Within the Complaint (attached as Exhibit 2), Creditone attached a Retail Installment Sale Contract between Yousef Assed and Aziza Assed and Chrysler Capital. The Contract containing Aziza Assed's signature is forged and fraudulent. Apparently, this was done by her ex-husband Yousef Assed.

6. On March 10, 2017, Creditone filed a Motion for Default Judgment against Yousef Assed and only Yousef Assed. Attached as Exhibit 3.

7. Also, on March 10, 2017, Eliza Guglielmo, attorney for Creditone, filed an Affidavit for Entry of Default. The Affidavit, attached as Exhibit 4, significantly, and as the Court can readily ascertain, was only entered against Yousef Assed.

8. On May 16, 2017, a Default Judgment was entered against Yousef Assed and *only Yousef Assed*. The Default Judgment is attached as Exhibit 5.

9. A transcript of judgment was entered against Yousef Assed and Yousef Assed only on August 25, 2017. Attached as Exhibit 6.

10. Based on Aziza Assed not having been served, and not being subject to the default, and with no activity as required by the Rule in her case, Creditone suffered a Disposition Order for Lack of Prosecution on March 8, 2019. Attached as Exhibit 7. The Honorable Beatrice Brickhouse in that Order stated that because no significant action had been taken in 180 days or more that "all pending claims are dismissed without prejudice."

11. Inexplicably, and obviously what was a fraud upon the Court, on February 18, 2020, Creditone obtained a Writ of Garnishment against The Gap, Inc., and specifically stated that Yousef Assed was the judgment debtor. Any due diligence would have shown that Aziza Assed had long been divorced from Yousef Assed and that Yousef Assed had no association to

The Gap, Inc. The Gap, Inc., is the employer of Aziza Assed. As has been set forth conclusively above, there was no judgment against Aziza Assed in any way whatsoever and the Writ of Garnishment was fraudulently obtained by virtue of Creditone's misrepresentations to the Court.

12. As a result of Creditone's fraudulently obtained Writ of Garnishment against Aziza Assed's employer, The Gap, Inc., Aziza has suffered significant financial losses, emotional distress, and damage to her reputation.

**COUNT 1  
FRAUD**

13. Plaintiff incorporates and restates the foregoing paragraphs as though fully set forth herein.

14. Defendant Creditone knowingly and deliberately committed fraud in requesting and obtaining a Writ of Garnishment against The Gap, Inc., under the false pretense that it was for the judgment debtor Yousef Assed, when it knew that the entity being garnished had nothing to do with Yousef Assed, but instead was the employer of Plaintiff.

15. But for the false representations made by Defendant Creditone, the Court would never have issued the Writ of Garnishment to The Gap, Inc.

16. As such, Plaintiff has been damaged in an amount to be proven at trial.

17. Upon information and belief, the actions of Defendants were willful, intentional, reckless, and/or done in bad faith warranting the imposition of punitive damages.

**COUNT 2  
UNJUST ENRICHMENT**

18. Plaintiff incorporates and restates the foregoing paragraphs as though fully set forth herein.



19. Defendant Creditone has been unjustly enriched by virtue of the Writ of Garnishment served on Plaintiff's employer, The Gap, Inc., resulting in monies being withheld from Plaintiff and delivered to Creditone.

20. Plaintiff is entitled to an award of damages.

**COUNT 3  
VIOLATION OF UNFAIR TRADE PRACTICES ACT**

21. Plaintiff incorporates and restates the foregoing paragraphs as though fully set forth herein.

22. Defendant violated NMSA § 57-12-2(C)(14) of the Unfair Trade Practices Act by knowingly providing the Court with misleading information in order to obtain a Writ of Garnishment for The Gap, Inc., the employer of Plaintiff, a non-judgment debtor.

23. As a result, Plaintiff has been damaged in an amount to be proven at trial.

24. For willful violations, Plaintiff is entitled to an award of treble damages as well as attorney's fees and costs.

**COUNT 4  
PUNITIVE DAMAGES**

25. Plaintiff incorporates and restates the foregoing paragraphs as though fully set forth herein.

26. The acts and omissions complained of in the causes of action stated above are, upon information and belief, believed to be of such an egregious nature, in reckless, wanton and total disregard to the rights of Plaintiff that in addition to actual damages ascertained and demonstrated by a preponderance of the evidence, punitive damages or exemplary damages to punish and deter this type of act and omission from occurring in the future are appropriate.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays that Judgment be entered in her favor and against Defendants in an amount to be proven at the time of trial, for past and future compensatory damages including, but not limited to, emotional distress, loss of reputation, loss of enjoyment of life, financial hardship, for punitive damages, and for costs associated with the bringing of this cause of action, for pre-judgment interest and post-judgment interest, and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

THE GORENCE LAW FIRM, LLC

/s/ Robert J. Gorence  
Robert J. Gorence  
300 Central Avenue SW, Suite 1000E  
Albuquerque, NM 87102  
Phone: (505) 244-0214  
Fax: (505) 244-0888  
Email: [gorence@golaw.us](mailto:gorence@golaw.us)  
*Attorney for Plaintiff Aziza Assed*

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
SECOND JUDICIAL DISTRICT COURT

FILED  
2ND JUDICIAL DISTRICT COURT  
Bernalillo County  
8/25/2021 5:26 PM  
CLERK OF THE COURT  
Blair Sandoval

AZIZA ASSED,

Plaintiff,

v.

CASE NO. D-202-CV-2021-05002

CREDITONE, L.L.C.,

Defendant.

**COURT-ANNEXED ARBITRATION CERTIFICATION**

Plaintiff Aziza Assed, through her attorney, Robert J. Gorence of the Gorence Law Firm, LLC, pursuant to the Second Judicial District Court Local Rule, Rule LR2-603, certifies that Plaintiff seeks relief other than a money judgment and/or seeks relief in excess of twenty-five thousand dollars (\$25,000.00), exclusive of punitive damages, interest, costs, and attorneys' fees.

Respectfully Submitted,

/s/ Robert J. Gorence  
Robert J. Gorence  
Gorence Law Firm, LLC  
300 Central Avenue SW, Suite 1000E  
Albuquerque, NM 87102  
Phone: (505)244-0214  
Fax: (505)244-0888  
E-mail: [gorence@golaw.us](mailto:gorence@golaw.us)

*Attorney for Plaintiff Aziza Assed*

Envelope: UPS\_LETTER\_CENTER  
WINDOW  
Total Pages: 12  
SafetySeal(101761)



TERRITHONGSAVAT 2149323601 CT - DALLAS SOP TEAM 1999 BRYAN STREET DALLAS TX 75201		1.0 LBS LTR	1 OF 1
<b>SHIP TO:</b> SUZANNE MIDDLETON 2149323601 CREDITONE, LLC 3619 18TH ST <b>METAIRIE LA 70002</b>			
	<b>LA 704 9-02</b> 		
<b>UPS NEXT DAY AIR</b>		<b>1</b>	
TRACKING #: 1Z X21 278 01 0142 5720			
			
BILLING: P/P			
Reference No.1: SOP/2401130/540300113/CT SOP Custo  TM			
XOL 21.09.06 NV45 38.0A 09/2021*			

**RECEIVED**  
SEP 28 2021  
BY: \_\_\_\_\_

1792288

34

Origin: Wolters Kluwer UPS 562130